

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. ERP Admin	
5. PROJECT NO. (If applicable)		6. ISSUED BY Office of Naval Research Mary Helen Dent Adams, 703-254-7288 Email: mary.dent@navy.mil 875 North Randolph Street Arlington VA 22203		7. ADMINISTERED BY (If other than Item 5) SCD- C ONR REG ADMIN ATLANTA ATLANTA REGION OFFICE 100 ALABAMA STREET SW SUITE 4R15 ATLANTA GA 30303-3104	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ADVANCED TECHNOLOGY INTERNATIONAL Attn: NATALIE CORELLA 315 Sigma Drive Summerville SC 29483		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 1G3V8		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00014-14-D-0377 N00014-16-F-M003 10B DATED (SEE ITEM 13) 02/18/2016	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification IAW FAR 43.103(a) and Changes Cost Reimbursement FAR 52.243-2 Alt V

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct various administrative errors made on the award and to supplement PGI 252.204-0012. 1)Block 16 of the DD Form 1155 is corrected to read "Technical Project Plan and Cost Budget submitted 5 Nov 2014 and accepted as revised by the Government on 19 Aug 2015;" 2)Sections C and H are revised for project cost; and 3) Section G, PGI 252.204-0012, is supplemented with the below instructions under N00014-14-D-0377/N00014-16-F-M003.

PGI 252.204-0012 - Use of this PGI allows the contractor to select the ACRN specified on the WAWF invoice. This method is required in order for the contractor to meet ManTech program expenditure goals set forth by the ManTech Program Office. This PGI has been used on all other task orders awarded under this IDIQ.

<p>SCOTT A SAVOIE Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>		<p>16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Helen Dent Adams ADAMS.MARY.H.1247762465 DN: c=US, o=U.S. Government, ou=DOD, ou=PRI, ou=USN, cn=ADAMS.MARY.H.1247762465 Date: 2016.05.24 15:08:37 -05'00'</p>	
<p>15A. NAME AND TITLE OF SIGNING OFFICER (Type or print) CORPORATE CONTRACTS</p>		<p>16B UNITED STATES OF AMERICA H.1247762465 (Signature of Contracting Officer)</p>	
<p>15B. CONTRACTOR/OFFEROR (b)(6)</p>		<p>15C DATE SIGNED 5/24/2016</p>	

Section C - Description/Specifications was revised as follows.

1 - Clauses was revised as follows.

0095 Statement of Work Task Order

The research effort to be performed hereunder shall be subject to the requirements and standards contained in the following paragraph. The Contractor shall conduct the research effort under CLIN(s) 0001 in accordance with the individual Mega Rapid Response plans submitted by the contractor.

Project 1: The Contractor shall use its best efforts to perform the tasks and complete the deliveries identified in the Mega Rapid Response project entitled, "Mobile Yard Inspector," dated 24 Nov 2015 and the associated cost budget (revised) dated 14 Jan 2016 which are both hereby incorporated by reference.

0122 Task Order

This task order award is applicable to CLIN 0001 of the basic contract, N00014-14-D-0377.

Section H - Special Contract Requirements was revised as follows.

1 - Clauses was revised as follows.

0070 Consent to Subcontract and/or Hire Consultants

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

Project Number: 1

Project Title: ManTech Mega Rapid Response project, Mobile Yard Inspector

Subcontractor: Huntington Ingalls Industries, Inc - Ingalls Shipbuilding

Estimated Cost: \$386,848

Fixed Fee: \$26,272

Total Cost Plus Fixed Fee: \$413,120

The preceding listing of subcontracts were evaluated during negotiations as required by Paragraph (j) of the contract clause at FAR 52.244-2 entitled "Subcontracts" and therefore do not require consent in accordance with paragraphs (c) and (e) of the Subcontracts clause. This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (e) (1) (i) through (vii).

For additional subcontracts beyond those listed above, the Contracting Officer's written consent to subcontract is only required in accordance with Paragraphs (b), (c), and (d) of FAR 52.244-2.

ONR has delegated contract administration to the Administrative Contracting Officer (ACO) at the cognizant Contract Administration Office (Block 7 of this DD Form 1155 or Block 6 of the Standard Form 26); however, ONR is retaining consent to subcontract actions in accordance with FAR 52.244-2.

ONR 5252.237-9705 Key Personnel (Dec 1998)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel." No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all

proposed substitutions, in writing, at least 30 days in advance 45 days if security clearance must be obtained, of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

Program Director - Kevin Carpentier

Except as modified herein, all other terms and conditions remain the same and unchanged under award number N00014-14-D-0377.